

FORMAL PURCHASES / REQUEST FOR QUOTATION



City Of High Point
Purchasing Division
211 S. Hamilton St., P.O. Box 230
High Point, NC 27260
Tarinda Chappell, Purchasing Manager

FORMAL BID #40-091715 WIRE

DATE: September 2, 2015

SEALED BIDS DUE NO LATER THAN: THURSDAY, SEPTEMBER 17, 2015 2:00 P.M. EST

BUYER: Josh Williams, CLGPO

Joshua.williams@highpointnc.gov

TELEPHONE: (336) 883-3458

Bid price shall be FOB Destination and include delivery to:

City of High Point Warehouse
657 E. Russell Ave.
High Point, NC 27260

(See page 2 for mailing instructions.)

City Requisition No:

INTERNET ADDRESS: <http://www.highpoint.gov>

NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received at the City of High Point Municipal Building, Second Floor Room 215 (Purchasing) 211 S. Hamilton Street, High Point, NC 27260 until **2:00 P.M. EST THURSDAY, SEPTEMBER 17, 2015**. Sealed bids will be publicly opened at City of High Point Municipal Building, Third Floor Conference Room, 211 S. Hamilton Street, High Point, NC 27260, for furnishing and delivering the commodity as described herein.

Bids submitted via facsimile (FAX) machine in response to this Invitation for Bids **will not** be acceptable. Bids are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54). **Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.**

Company Name

Signature

Address

Above (typed or printed)

City

State

Zip

Date

E-mail

Telephone

Fax

☐ By checking this box, I acknowledge that I have read and accept the terms and conditions associated with this bid.

Offer valid for 60 days from date of bid opening unless otherwise stated here: ____ days (See Instructions to Bidders, Item 2). Prompt Payment Discount: ____ % ____ days (See Instructions to Bidders, Item 13).

MAILING INSTRUCTIONS: Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below: It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

DELIVERED BY US POSTAL SERVICE	DELIVERED BY ANY OTHER MEANS
Josh Williams Formal Bid #40-091715 City of High Point – Purchasing Dept. P.O. Box 230 High Point, NC 27261	Josh Williams Formal Bid #40-091715 City of High Point 211 S. Hamilton Street, Room 215 High Point, NC 27260

TABULATIONS: Tabulations of open bids and award information can be requested at (336) 883-3458 or at joshua.williams@highpointnc.gov.

TRANSPORTATION CHARGES: FOB HIGH POINT, NORTH CAROLINA WITH ALL TRANSPORTATION CHARGES PREPAID AND INCLUDED IN BID PRICE

AWARD CRITERIA: As provided by Statute, award will be based on the lowest and best bid(s) most advantageous to the City of High Point as determined by consideration of:

1. Price
2. Quality of products offered
3. General reputation & performance capabilities of bidder
4. Proven performance of equipment or goods offered
5. Conformity with intent of specifications herein
6. Bidder's previous performance in contract with the City
7. Conformity with the terms and conditions of this Invitation for Bid
8. Adequate availability of service and parts
9. Delivery

AWARD OF CONTRACT: It is the general intent to award this contract to a single overall bidder on all items. The right is reserved; however, to make awards on the basis of individual items or groups of items, if such shall be considered by the City to be most advantageous or to constitute its best interest.

The City reserves the right to reject any and/or all proposals as deemed to be in the best interest of the City.

SCOPE: It is the intent of this Invitation for Bids to establish a vendor for the purchase of wire per the specifications attached.

MAKE AND MODEL: Manufacturer's name and model/catalog numbers used are for the purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid.

DEVIATIONS: Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that equipment or goods offered are in strict compliance with these specifications and requirements; a successful bidder will be held responsible therefore. Deviations must be explained in detail. However, the City makes no implication that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

SALES TAX: Do not include Sales Tax in bid price. Sales tax shall be added to invoice and will be paid at time of invoice payment.

PROPOSAL SUBMISSION: Proposals shall be submitted on the forms of proposal attached hereto. All requested information shall be provided.

CITY OF HIGH POINT, NC - PROPOSAL FOR BID

WIRE

BID NUMBER #40-091715

ITEM #	DESCRIPTION	QTY.	UOM	UNIT COST	TOTAL COST	DLVRY. DAYS A.R.O.
113	WIRE – PRIMARY UG 750MCM CU 1/C 15KV (<i>PER SPECIFICATIONS</i>)	20,000'	FT	\$	\$	

EXCEPTIONS

Each Bidder may copy this form as necessary to sufficiently list any and all exceptions and variations from listed specifications. Any Bidder failing to take application of exceptions or clarifications and being unable to prove to the City of High Point that they have built and can provide certification of a unit to meet these exact specifications will automatically be disqualified. No prototype (non-standard production) units will be accepted and each unit must meet certification as outlined, with all equipment included. Please list by page, item, and number, any and all exceptions, clarifications or deviations, including, any manufacturing differences in materials, extrusions, doors, windows, electrical or any other items/construction that are not in complete compliance with these specifications. If you have items that you feel exceed the stated requirements, you are required to so indicate and state the reason that you feel that the particular item exceeds our stated requirements. Any failure to comply with these bid requirements will be automatic grounds for rejection of your bid. The City of High Point will be the sole judge of any proposed substitution or equivalent item.

Should Vendor offer a quotation in response to this bid and not take explicit exceptions and attempt to offer a unit not in compliance with the exact specifications, the City of High Point reserves the sole right to issue a Purchase Order with specified penalties. Penalties for not providing chassis to the exact specifications, with approved exceptions or deviations specifically authorized by City of High Point will be assessed.

=> DOES YOUR BID COMPLY EXACTLY AS WRITTEN?

Yes ()

No ()

CITY OF HIGH POINT, NC

SPECIFICATIONS FOR:

15 KV 750 MCM COPPER UG CABLE

WHS #113

SCOPE: This specification covers single conductor UG cable insulated with an ozone and discharge resistant, flexible, ethylene-propylene rubber thermosetting dielectric.

The cable shall be suitable for three-phase primary underground distribution cable for installation in underground ducts, conduits and direct burial in wet locations without the need to install an additional neutral conductor. Insulation shield shall be capable of 12,000 amperes of momentary fault current.

The cable shall be rated 90C for normal operation, 130C for emergency overload operation; and 250C for short circuit conditions. Emergency overload operation may occur for periods up to 100 hours per year and with as many as five such 100-hour periods within the lifetime of the cable.

OPERATING EXPERIENCE: The medium voltage power cable shall have a performance record demonstrating a minimum of twenty (20) years successful operating experience in utility and industrial power cable applications.

BASIC CONSTRUCTION: 1/C Class B compact stranded copper conductor, triple tandem extruded semiconducting ethylene-propylene rubber strand screen, extruded semiconducting ethylene-propylene rubber insulation screen followed by a concentric wrap of neutral wires or flat straps with 1/3 the ampacity of the main conductor with an encapsulating insulating jacket.

INDUSTRY STANDARDS: Cable shall meet or exceed the latest editions of the following industry specifications:

ICEA S-94-649
ASTM B-8, B-231

AEIC CS-8
REA Bulletin (U-1)

1.0 CONDUCTOR

- 1.1 Class B compact stranded 750 MCM annealed uncoated copper wire, stranded per ASTM B-496.
- 1.2 The center strand shall be stamped showing the company name and year of manufacture.
- 1.3 Conductors shall meet the electrical resistance requirements of ICEA S-94-649.

2.0 CONDUCTOR SCREEN

- 2.1 Extruded layer of semiconducting EPR thermosetting compound with a volume resistivity not in excess of 100-ohm meters at 90°C shall be applied over the conductor. The compound shall have a minimum elongation after an air oven test at 121°C for 168 hours of 100% and a brittleness temperature not warmer than -50°C.
- 2.2 The screen shall be clean stripping from the conductor and inseparably bonded to the overlying insulation.
- 2.3 The thickness of the conductor screen shall comply with the requirements of ICEA S-94-649 Part 3.

3.0 INSULATION

- 3.1 The insulation shall be a flexible thermosetting dielectric based on an ethylene-propylene elastomer. It shall meet the electrical and physical characteristics required by ICEA S-93-639. The ethylene content of the elastomer used in the insulation compound shall not exceed 72% by weight of ethylene. The cable manufacturer shall compound the insulation in its own facility using a closed system to insure maximum cleanliness. All ingredients will be mixed, screened through a 120-mesh screen pack and then treated with the accelerator or cross-linking agent to insure complete blending and uniformity of the final compound.
- 3.2 The minimum average insulation thickness shall be not less than 220 mils. The minimum and maximum thickness at any cross-section of the insulation shall comply with ICEA S-94-649 Table 4-4.
- 3.3 The insulation shall be triple-tandem extruded with the conductor and insulation screens to prevent intersurface contamination. The extrusion operation shall be performed by three separate in line extruder heads thereby permitting the measurement and accurate individual control of the wall thickness of each layer of compound as the cable is being manufactured.

4.0 INSULATION SCREEN

- 4.1 The insulation screen shall be an extruded semiconducting EPR compound with a volume resistivity not in excess of 100 ohm-meters at 90° C when tested per AEIC No. CS-8.
- 4.2 The extruded screen shall be clean stripping and shall have peel strength from the insulation between 6 and 18 lbs. /0.5 inch width when tested per AEIC No. CS-8. This compound shall have a minimum elongation after an air oven test at 121°C for 168 hours of 100% and a brittleness temperature not warmer than -50°C.
- 4.3 The thickness of the extruded screen shall comply with ICEA S-94-649 Part 5.4.1.

5.0 CONCENTRIC NEUTRAL / INSULATION SHIELD

- 5.1 The 1/3 neutral shall consist of a balanced helical wrap of annealed round bare copper wires or flat copper straps. They shall be applied directly over the insulation screen with a lay of 6 to 10 times diameter over the wires. The wire size and number of wires shall be 20 #9 or in accordance with ICEA S-94-649, Section 6.4.

6.0 OVERALL JACKET

There shall be an overall black, linear low-density polyethylene-insulating jacket with 3 red stripes meeting the physical and electrical requirements in ICEA S-94-649, Section 7.1.1. The overall jacket shall substantially fill the spaces between the concentric neutral wires or straps and shall be free stripping from the insulation screen and concentric neutral.

The jacket thickness shall comply with ICEA S-94-649 Table 7-1.

7.0 IDENTIFICATION

7.1 The following identifying legend shall be indent printed on the jacket repeated at two (2) foot intervals.

Insulating Jacket Construction

Company Names Plt (A) 1/C (B) (C)

(D) KV (E) Mils Conc. Neutral Insul. Jkt.

(A) Plant Number

(B) Conductor Size - either AWG or MCM

(C) Year of Manufacture

(D) Voltage

(E) Insulation Thickness

Sequential footage number shall be printed in ink on the jacket.

8.0 PRODUCTION TEST

8.1 Conductors shall meet the electrical resistance requirements of ICEA-S-94-649, Section 2.5.

8.2 Insulation Resistance test shall be performed in accordance with the requirements of ICEA S-68-516, Part 6.28. Each cable shall have an insulation resistance not less than that corresponding to the insulation resistance constant of at least 50,000 megohms -1000 ft. at 15.6C.

8.3 A high voltage test is performed in accordance with Part 6.27 of ICEA S-94-649 at the ac and dc test voltages given in Table II.

8.4 Shield resistance is measured and recorded from end to end on the completed cable.

8.5 Corona Test: Each reel of completed shielded power cable shall comply with the maximum partial discharge in picocoulombs specified in AEIC CS-8.

The partial discharge test shall be performed in accordance with the procedures of Section G of AEIC CS-8 and X-Y recording graph will be furnished showing the corona test results.

8.6 Certified test results shall be supplied for each reel prior to invoicing.

9.0 QUALITY ASSURANCE

The Medium Voltage Cable shall be manufactured and tested under the control of a Quality Assurance program that meets the requirements of ISO9000.

The Quality Assurance program shall demonstrate compliance with the above referenced criteria by having passed yearly Quality Audits conducted by outside independent organizations.

10.0 PACKAGING AND DELIVERY

The cable shall be furnished in continuous lengths of the completed cable assembly on reels that will contain approximately 1,000 feet of the cable. Max size reel to be no greater than 70" x 36". Reels are to be non-returnable and constructed of sturdy materials and shall provide proper protection to the cable during shipment. Cable ends shall not extend beyond surface of the reel ends. A watertight seal shall be applied to each end of the cable to prevent the entrance of moisture during transit or out-of-doors storage.

The City will discuss with any supplier a delivery schedule of partial shipments or will take delivery of the entire quantity at one time.

11.0 MISCELLANEOUS

Bids will be analyzed for best overall value to the City of High Point and the delivery will be a factor.

Distributor shall supply with the bid proposal a three-foot section of the cable with name of manufacturer that is quoted. Failure to provide the sample shall void the respective bid. Manufacturer may be exempted from this requirement if Manufacturer is sure that the City of High Point has been supplied a sample within the past year. Data supplied with the bid shall include:

Diameter over bare insulation

Outside diameter

Jacket thickness

Weight per 1,000'

**Acceptable Suppliers: Pirelli, Okonite and Kerite.*

* END OF SPECIFICATIONS *

ADDITIONAL SPECIFICATIONS
BID No. 40-091715

Questions on technical specifications should be directed to: Mike Gidderon, City of High Point - Electric Department at 336-883-3428. All other questions may be directed to Josh Williams, Warehouse Manager/Buyer, at 336-883-3458.

MAKE AND MODEL: Indicate manufacturers' name and model number of item(s) offered in the spaces provided. The purpose of these specifications is to identify and establish general quality level desired. Any references to brand names are not intended to be restrictive and comparable products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid. **Complete descriptive literature and manufacturer's specifications shall be included in the bid.**

WARRANTY: Equipment shall be new and shall be guaranteed against defect in materials, workmanship, and performance in accordance with the manufacturer's standard warranty, except that in no event shall such coverage be less than one (1) year. Warranty coverage shall begin on the date of acceptance by the City of High Point. **Warranty service shall be available on site** at any location within the state of North Carolina. Defective units shall be repaired or replaced during the warranty period at no cost to the City of High Point or its representative.

INSTRUCTION BOOK: The vendor shall furnish a booklet or pamphlet giving complete instructions for the operation, lubrication, adjustment, and care of the equipment.

TRAINING: Quoted price to include comprehensive training for technicians and operators. All training and materials shall be provided by successful bidder at no additional cost to the City of High Point. Training shall include troubleshooting and proper operation of all equipment.

SAFETY: The successful bidder shall be required to take safety precautions in an effort to protect persons and City property. All contractors and sub-contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the successful bidder which is responsible for same. Barriers shall be provided by the successful bidder when work is performed in areas traversed by persons or when deemed necessary by the City.

DEMONSTRATION: Bidder must be capable of demonstrating proposed equipment within seven (7) consecutive calendar days after notification at no additional cost to the City. If required, this will be a comprehensive demonstration at a site designated by the City with hands-on participation by agency operator(s) if necessary. Bids that fail to comply with this requirement may be subject to rejection.

EQUIPMENT AND ACCESSORIES: All equipment and accessories listed as standard items in the manufacturer's current product literature, but not listed in these specifications shall be included with the equipment.

SERVICE UPON DELIVERY: Equipment shall be complete, serviced and ready for operation. The City will only accept and approve for payment equipment that is complete in every respect and ready for operation.

STANDARD PRODUCTION MODEL: It is a requirement that the equipment herein requested be the "standard production model of the latest design". To meet this requirement the equipment offered shall be new and the latest production model as represented in the manufacturer's current published literature intended for the general public. Such literature must represent the specific configuration offered. Equipment offered otherwise may be subject to rejection.

CLEAN UP: Upon completion of the equipment delivery, the bidder shall remove and properly dispose of all packaging waste and debris from the user's site. The bidder shall be responsible for leaving the delivery areas clean and ready to use.

The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete system with all standard equipment of the manufacturer's latest model in current production. The bidder shall represent by their bid that all equipment to be furnished shall be new and unused. The unit, as specified, shall be completely assembled and adjusted and all equipment, standard and optional will be installed and ready for use. The following specifications are the minimum acceptable specifications and failure to comply may be used as basis for rejection of bid. If the equipment offered differs from the provisions contained herein, these differences must be explained in detail. Bidder must include copy of printed manufacturer's specification sheet with bid.

INSTRUCTIONS TO BIDDERS

GENERAL: All bids are subject to the provisions of the attached General Contract Terms and Conditions. All bid responses will be controlled by the Terms and Conditions included by the City of High Point. Bidder terms and conditions included as a part of published price lists, catalogs, and/or other documents submitted as a part of the bid response are waived and will have no effect either on the bid, or any contract which may be awarded as a result of this bid. **The attachment of any other terms and conditions may be grounds for rejection.**

Bidder specifically agrees to the conditions set forth in this paragraph by signature of the "BID" contained herein.

Pursuant to G.S. 143-48 and Executive Order No. 77, the State invites and encourages participation in this procurement by a business owned by minorities, women, and the handicapped.

MAKE AND MODEL: Indicate manufacturers' name and model number of item offered in the spaces provided on the quote form. The purpose of these specifications is to identify and establish general quality level desired. References to any Brand Names are not intended to be restrictive and comparable products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid.

WARRANTY: Bidder guarantees equipment offered by him to be free from any and all defects in material and workmanship and warrants same for a period of one (1) year unless otherwise stated in the specifications. Such warranty is to cover the cost of all service, parts, labor and travel to and from points of service.

SPECIFICATIONS: Manufacturer's name and catalog numbers used in this bid are product specific unless the description states equivalent acceptable. These products are required for compatibility and continuity of support.

BID EVALUATION: The City of High Point reserves the right to reject any bid on the basis of the function, compatibility with user requirements, as well as cost. The City of High Point reserves the right to award this contract to a single overall bidder on all items, or to make award on the basis of individual items or groups of items, whichever shall be considered by the City of High Point to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are requested to offer a lump sum price. The City of High Point will not be bound by oral discussions during evaluation process. Responsible purchasing agent should approve all contact regarding this award.

CANCELLATION: The City of High Point may terminate/cancel this contract at any time by providing written notice to the bidder at least thirty (30) days before the effective date of termination/cancellation.

SERVICE: Adequate and satisfactory availability of repair parts and supplies, and ability to meet warranty and service requirements are necessary. The City of High Point reserves the right to satisfy itself by inquiry or otherwise as to bidder's capability in this regard.

SAFETY: See attached General Terms & Conditions #11.

BID RESULTS: For bid results email joshua.williams@highpointnc.gov NO EARLIER than TWO DAYS following the bid opening date.

*** *THE CITY OF HIGH POINT WILL NOT BE BOUND BY ORAL DISCUSSION REGARDING THIS REQUEST FOR BID. * ***

QUESTIONS: Questions regarding the specifications on this bid should be referred to the purchasing agent.

SPECIAL INTEREST GROUP DEFINITIONS:

Women Owned (51% and controlled by Women)

Handicapped Owned (51% owned & controlled by a Physically Handicapped Person)

Minority Owned (At least 51% of which is owned and controlled by minority group member. (Black, Asian, Hispanic, American Indian)

GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE AND REJECTION**: The City of High Point reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
2. **TIME FOR CONSIDERATION**: Unless otherwise indicated on the first page of this document, the offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
3. **TAXES**: No taxes shall be included in any bid prices.
 - a. **FEDERAL**: Generally, states and political subdivisions are exempt from such taxes, as excise and transportation. Exemption is claimed under Registry No. 56-70-0047K as provided by Chapter 32 of the Internal Revenue Code.
 - b. **OTHER**: Bid prices are not to include any sales, import, or personal property taxes. To the extent applicable, they are to be invoiced as a separate item(s)
4. **PRICE ADJUSTMENTS**: Any price changes, downward or upward, which might be permitted during the contract period, must be general, either by reason of market change or on the part of the bidder to other customers.
 - a. **NOTIFICATION**: Must be given to the City of High Point Purchasing Department, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturers' official notice or other evidence that the change is general in nature.
 - b. **DECREASES**: The City of High Point shall receive full proportionate benefit immediately at any time during the contract period.
 - c. **INCREASES**: All prices offered herein shall be firm against any increase for 180 days from effective date of the proposed contract. After this period, a request for increase may be submitted with the City of High Point reserving the right to accept or reject the increase, or cancel the contract. Such action by the City of High Point shall occur not later than 15 days after receipt and review by the City of High Point of a properly documented request for price increase. Any increases accepted shall become effective on a date to be determined by the City of High Point which:
 - 1) Shall not be later than 30 days after the expiration of the original 15 days reserved by the City of High Point to evaluate the request for increase;
 - d. **INVOICES**: It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
5. **PAYMENT TERMS**: Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The City of High Point is responsible for all payments under the contract.
6. **AFFIRMATIVE ACTION**: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.
7. **CONDITION AND PACKAGING**: Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
8. **PERFORMANCE BOND AND DEFAULT**: The City of High Point reserves the right to require performance bonds from successful bidder, as provided by law, without expense to the City. Otherwise, in case of default by the Bidder, the City may procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby. Default shall occur if the Bidder fails to perform any obligation under the contract and schedule and such failure remains uncured for more than thirty (30) days after receipt of written notice thereof from the City of High Point.
9. **SAMPLES**: Samples of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within 10 days following opening of bids. Otherwise the samples will become City of High Point property. Each individual sample must be labeled with bidder's name and item number. Samples, on which an award is made, will be retained for the contract period. These will be returned, if requested, ten days prior to expiration of the contract.
10. **SPECIFICATIONS**: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on an attached sheet(s).

*** The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable. ***

11. **SAFETY STANDARDS**: All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

All bidders must comply with *North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910*. Construction bidders must comply with *North Carolina Occupational Safety and Health Standards for the Construction Industry, 29CFR 1926*. In addition, bidders shall comply with all applicable occupational health and safety and environmental rules and regulations. Bidders shall effectively manage their safety and health responsibilities including:

1. **Accident Prevention**

Prevent injuries and illnesses to their employees and others on or near their job site. Bidder managers and supervisors shall ensure employer's personnel safety by strict adherence to established safety rules and procedures.

2. **Environmental Protection**

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

3. **Employee Education and Training**

Provide education and training to all bidders employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

12. **INFORMATION AND DESCRIPTIVE LITERATURE**: Bidders are to furnish all information requested and in the spaces provided on the bid form. Further, as may be specified elsewhere, each bidder must submit with his proposal: cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid does not satisfy this provision. Bids, which do not comply with these requirements, will be subject to rejection.

13. **PROMPT PAYMENT DISCOUNTS**: Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.

14. **AWARD OF CONTRACT**: As directed by statute, qualified bids will be evaluated and acceptance made of the lowest and best bid most advantageous to the City of High Point as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the City to be pertinent or peculiar to the purchase in question. Unless otherwise specified by the City or the bidder, the City reserves the right to accept any items or groups of items on a multi-item bid.

The City reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by the City of High Point to be pertinent or peculiar to the purchase in question.

15. **GOVERNMENTAL RESTRICTIONS**: In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City of High Point Purchasing Department at once, indicating in his letter the specific regulation which required such alterations. The City of High Point reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

16. **M/WBE**: Pursuant to General Statute 143-48 and Executive Order #77, the City of High Point invites and encourages participation in this procurement process by businesses owned by minorities, women, and the handicapped.

17. **INSURANCE**:

Coverage - During the term of the contract, the bidder at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the bidder shall provide and maintain the following coverage and limits:

- a. **Worker's Compensation** - The bidder shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all bidders' employees who are engaged in any work under the contract. If any work is sublet, the bidder shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- b. **Commercial General Liability** - General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

- c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under-insured motorist; and \$1,000.00 medical payment.

Requirements - Providing and maintaining adequate insurance coverage is a material obligation of the bidder and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The bidder shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the bidder shall not be interpreted as limiting the bidder's Liability and obligations under the contract. It is agreed that the coverage as stated shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to the City of High Point Purchasing Department.

18. **PATENTS AND COPYRIGHTS**: The Bidder shall hold and save the City of High Point, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses on account of any patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.

Any and all copy, art, designs, negatives, photographs, or other tangible items created pursuant to bidder's performance of this project shall be the property of City of High Point and shall be delivered to City upon completion of the project. Such property shall be transferred to City in excellent, reusable condition.

In addition, the copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the bidder's performance of this project shall vest in the City, and the bidder agrees to assign all rights therein to the City. Bidder further agrees to provide the City with any and all reasonable assistance, which the City may require to obtain copyright registrations or to perfect its title in any such work, including the execution of any documents submitted by the City.

19. **PATENT AND COPYRIGHT INDEMNITY**: BIDDER will defend or settle, at its own expense, any action brought against Customer to the extent that it is based on a claim that the product(s) provided pursuant to this agreement infringe any U.S. copyright or patent; and will pay those costs, damages and attorney's fees finally awarded against Customers in any such action attributable to any such claim, but such defense, settlements and payments are conditioned on the following (1) that BIDDER shall be notified promptly in writing by Customer of any such claim; (2) that BIDDER shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (3) that Customer shall cooperate with BIDDER in a reasonable way to facilitate the settlement of defense of such claim; (4) that such claim does not arise from Customer modifications not authorized by the BIDDER or from the use of combination of products provided by the BIDDER with products provided by the Customer or by others; and (5) should such product(s) become, or in the BIDDER's opinion likely to become, the subject of such claim of infringement, then Customer shall permit BIDDER, at BIDDER's option and expense, either to procure for Customer the right to continue using the product(s), or replace or modify the same so that it becomes non-infringing and performs in a substantially similar manner to the original product; or (c) upon failure of (a) or (b) despite the reasonable efforts of the BIDDER for a sold product or licensed software, return the price paid for the licensed software and any product dependent thereon.

20. **ADVERTISING**: Bidder agrees not to use the existence of this contract or the name of the City of High Point as a part of any commercial advertising without prior approval of the City of High Point Purchasing Department.

21. **EXCEPTIONS**: All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price catalogs, and other documents as part of a Bidder's response will be waived and have no effect on this Request for Proposal or any other contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Bidder may be grounds for rejection of the Bidder's proposal. The Bidder specifically agrees to the conditions set forth in the above paragraph by affixing his name on the signatory page contained herein.

22. **CONFIDENTIAL INFORMATION**: As provided by statute and rule, the City of High Point will consider keeping trade secrets which the bidder does not wish DISCLOSED confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

23. **ASSIGNMENT**: No assignment of the bidder's obligations nor the bidder's right to receive payment hereunder shall be permitted. However, upon written request approved by the City of High Point Purchasing Department, solely as a convenience to the bidder, the City of High Point may:

- a. Forward the bidder's payment check directly to any person or entity designated by the bidder, and
- b. Include any person or entity designated by bidder as a joint payee on the bidder's payment check.

In no event shall such approval and action obligate the City of High Point to anyone other than the bidder and the bidder shall remain responsible for fulfillment of all contract obligations.

24. **ACCESS TO PERSONS AND RECORDS**: The City Auditor shall have access to persons and records as a result of all contracts or grants entered into by the City in accordance with General Statute 147-64.7.

25. **INSPECTION AT BIDDER'S SITE:** The City of High Point reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective bidder prior to contract award, and during the contract term as necessary for the City of High Point's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

26. **AVAILABILITY OF FUNDS:** Any and all payments of compensation of this specific transaction, it's continuing or any renewal or extension are dependent upon and subject to the allocation of appropriation of funds to the City for the purpose set forth in this agreement.

27. **GOVERNING LAWS:** All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

28. **ADMINISTRATIVE CODE:** Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.

29. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.

30. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) City of High Point General Contract Terms and Conditions, and (4) City of High Point Bid Terms and Conditions.

31. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the City of High Point on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the City of High Point Purchasing Department. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source is of no effect.

32. **SITUS:** The place of all contracts, transactions, agreements, their situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.